

A.G. Contract No.: KR04-0105TRN
ADOT ECS File No.: JPA 03-110
Amendment Two
Project: Agua Fria Freeway (SR 101L)
Section: Maryland Avenue
TRACS Nos.: H6493 01C
BUDGET SOURCE ITEM # City Funds
City Clerk Number:

**AMENDMENT TWO
INTERGOVERNMENTAL AGREEMENT**

C-4941-3

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date May 9 2005, **Amendment Two** to JPA 03-110, AG Contract No.: KR04-0105TRN, filed with the Secretary of State under No. 26697 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article 1, Section 3 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The purpose of this Amendment is to include the construction costs for City enhancements to the original Agreement executed on March 2, 2004, attached hereto and made a part hereof.

Paragraph 1. 4., 5 and 6 are added in full as follows:

4. The City has requested the State to program, advertise, and construct City's enhancements of a new bridge crossing, cross road, and water and sewer lines of State Route (SR) 101L at Maryland Avenue, as shown on Exhibit "D", attached hereto and made a part hereof, hereinafter referred to as the "Construction Project" partially at the City's expense. The City will fund a portion of the total Construction Project and related elements (right-of-way, environmental, utility Agreements/relocations and permits), in an estimated amount of \$4,120,932.00, including construction and engineering administration costs, as shown on Exhibit "C", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26697
Filed with the Secretary of State
Date Filed: 05/09/05

Janice K. Shewer
Secretary of State

By: Darryl D. Greenwald

#02

5. The parties hereto agree to and acknowledge the following conditions: a) The estimated amounts referenced in this Agreement are subject to change and can change substantially; b) Both parties will perform their responsibilities consistent with this Agreement; c) Any change or modification to the Construction Project will only occur with the mutual Agreement of the City and the State.

6. Relative to the State's construction of City's water and sewer lines referenced herein, it is understood that the State is acting as a third party (an "Agent") on behalf of the City and at no time is the State to be considered the owner of, operator of, or locator for the City's facilities.

II. SCOPE OF WORK

1. The State will:

Paragraph II. 1. i., j., k., l., m., n., and o. are added in full as follows:

i. Upon execution of this Agreement, invoice the City \$4,120,932.00 (TRACS No.: H6493 01C), which include the estimated costs of the Construction Project and fixed percentages as depicted on Exhibit "C".

j. Agree to be authorized agent for the City for the Construction Project. Prepare design plans, specifications and other such contract documents and services required for the bidding and construction of the Construction Project, and provide to the City for approval.

k. On behalf of the City and upon receipt of the City's written approval, call for bids, award one or more construction contracts to accomplish the Construction Project; administer same and make all payments to the contractor(s). Confer and obtain approval from the City on any contract modifications related to the Construction Project.

l. Upon bid opening, if the low bid is over the estimated cost of the construction Project, invoice the City for the difference.

m. Upon completion of the Construction Project, perform the final inspection with the City and notify the City in writing that the Construction Project has been constructed in accordance with the project documents.

n. Upon completion of the Construction Project, provide the City with a recapitulation of the Construction Project costs; invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs which includes fixed percentages as depicted on Exhibit "C".

o. Provide the City a set of as-built drawings upon completion of the Construction Project.

p. Be responsible for the structural integrity of the Maryland Underpass Structure

2. The City will:

Paragraph II. 2. g., h., i., j., k., l., m., and n. are added in full as follows:

g. Upon execution of this Agreement and within thirty-days (30) of receipt of an invoice, remit to the State \$4,120,932.00 for the estimated costs of the Construction Project, (TRACS No.: H6493 01C), which includes the fixed percentages as depicted on Exhibit "C".

h. Designate the State as authorized agent for the City, for the construction and administration of the Construction Project.

i. Coordinate with the State, for the review of design plans, specification and other such contract documents and services required for the Construction Project. Provide review comments as appropriate.

j. Upon bid opening and prior to the award of the contract, if the low bid is over the estimated cost of the Construction Project and upon receipt of an invoice from the State, remit payment to the State for the difference.

k. Be responsible for any potential delays associated with the clearance of right-of-way, environmental, utility Agreements/relocations and permits for the construction Project.

l. Be responsible for the necessary implementation of, and costs for utility Agreement(s) / relocation(s), Right-of-Way acquisitions and permits required for the Construction Project. All necessary utility relocations shall be completed prior to the award of the construction contract.

m. Be responsible for any costs, for additional work requested by the City, associated with the Construction Project and for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

n. Upon completion and acceptance of the Construction Project, reimburse the State if the actual costs incurred by the State for the Construction Project, exceeds the amount of the City's remittance, within thirty-days (30) after receipt of an invoice for the actual cost of the Construction Project, which includes fixed percentages as depicted on Exhibit "C".

o. Upon completion and acceptance of the Construction Project by the State and City, be responsible to provide for, at its own cost and as an annual item in its budget, proper maintenance. The City's maintenance responsibility / limits are as shown on Exhibit "D".

III. MISCELLANEOUS PROVISIONS

Paragraph III. 1., 4., 6., and 7., are deleted and replaced in full as follows:

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Construction Project and related payment and/or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty-days (30) written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the City, the State shall in no way be obligated to maintain said Construction Project.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

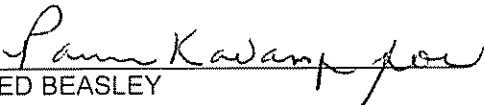
6. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the state in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

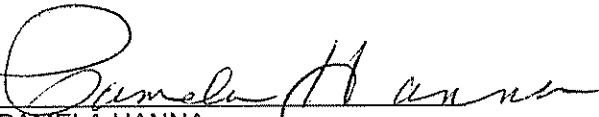
7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement and Amendment One remain in full force and effect

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE, a Municipal
Corporation

By 
ED BEASLEY
City Manager

By 
PAMELA HANNA
City Clerk

STATE OF ARIZONA
Department of Transportation


By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

EXHIBIT "C"
SUMMARY OF IGA COSTS

SR 101L - MARYLAND AVENUE UNDERPASS
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF GLENDALE

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1	MARYLAND AVENUE - 95TH AVENUE TO 99TH AVENUE (TRACS No. H6493 01C)	\$6,308,921.31	\$6,308,921.31	This item includes: 1) Construction of Maryland Avenue between 95th Avenue and 99th Avenue including bridge, retaining walls, curb, gutter, sidewalk, street lighting, ITS conduits, storm drain system, and retention basin; 2) Construction of a southbound turn lane on 99th Avenue; 3) Construction of a traffic signal including all associated appurtenances at 99th Avenue and Maryland Avenue; 4) Relocation of Roosevelt Irrigation Line on 99th Avenue north of Maryland Avenue (Prior Rights); 5) Construction of Private Irrigation Connection to parcel located north of Maryland Avenue, and 6) Extension of water and sewer lines 500 feet west of 95th Avenue.
2	STP Funds "Park & Ride Lot" - FY 05, Item # 15904	-\$2,187,989.00	-\$2,187,989.00	STP Funds toward the construction of this project (Deduct)
ITEM 1 TOTAL:		\$0.00	\$4,120,932.31	\$4,120,932.31 (TRACS No. H6493 01C)

EXHIBIT 'C'
ITEM 1 - IGA BACKUP

Engineer's Estimate
JPA 03-110 Amendment Two
March 30, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	ITEM 1 - MARYLAND AVENUE - 95th AVENUE TO 99 AVENUE (TRACS No. H6493 01C)				
1	2010001 CLEARING AND GRUBBING	L.SUM	1	\$ 5,000.00	\$ 5,000.00
2	2020001 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.SUM	1	\$ 10,000.00	\$ 10,000.00
3	2020029 REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	250	\$ 3.00	\$ 750.00
4	2020041 REMOVAL OF PIPE	L.FT.	544	\$ 12.00	\$ 6,528.00
5	2020053 REMOVE (MANHOLE)	EACH	1	\$ 500.00	\$ 500.00
6	2020101 REMOVE FENCE	L.FT.	202	\$ 3.00	\$ 606.00
7	2020153 REMOVE (SRP IRRIGATION FACILITIES)	L.SUM	1	\$ 35,000.00	\$ 35,000.00
8	2020155 REMOVE (CATCH BASIN)	EACH	1	\$ 500.00	\$ 500.00
9	2020402 REMOVE AND RESET (48"PIPE FLAP GATE)	L.SUM	1	\$ 2,500.00	\$ 2,500.00
10	2030301 ROADWAY EXCAVATION	CU.YD.	16697	\$ 7.00	\$ 116,879.00
11	2030401 DRAINAGE EXCAVATION	CU.YD.	2925	\$ 7.00	\$ 20,475.00
12	2030901 BORROW	CU.YD.	32533	\$ 5.00	\$ 162,665.00
13	2090005 FURNISH WATER	M.GAL.	7100	\$ 5.00	\$ 35,500.00
14	3030022 AGGREGATE BASE, CLASS 2	CU.YD.	4260	\$ 22.00	\$ 93,720.00
15	4040111 BITUMINOUS TACK COAT	TON	4	\$ 200.00	\$ 800.00
16	4040116 APPLY BITUMINOUS TACK COAT	TON	8	\$ 110.00	\$ 880.00
17	4040125 FOG COAT	TON	6	\$ 300.00	\$ 1,800.00
18	4040163 BLOTTER MATERIAL	TON	16	\$ 40.00	\$ 640.00
19	4090003 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	98	\$ 36.00	\$ 3,528.00
20	4060017 ASPHALTIC CONCRETE (SHRP)(END PRODUCT)(12.5mm)	TON	1189	\$ 32.00	\$ 38,048.00
21	4060018 ASPHALTIC CONCRETE (SHRP)(END PRODUCT)(19mm)	TON	3565	\$ 32.00	\$ 114,080.00
22	5011501 PIPE, REINFORCED CONCRETE (36")(RID)	L.FT.	717	\$ 45.00	\$ 32,265.00
23	5012518 STORM DRAIN PIPE, 18"	L.FT.	76	\$ 50.00	\$ 3,800.00
24	5012524 STORM DRAIN PIPE, 24"	L.FT.	128	\$ 50.00	\$ 6,400.00
25	5012548 STORM DRAIN PIPE, 48"	L.FT.	678	\$ 100.00	\$ 67,800.00
26	5014124 FLARED END SECTION (24") (C-13.20)	EACH	1	\$ 800.00	\$ 800.00
27	5012624 IRRIGATION PIPE, 24"	L.FT.	215	\$ 60.00	\$ 12,900.00
28	5030141 CONCRETE CATCH BASIN (MEDIAN)	EACH	1	\$ 2,200.00	\$ 2,200.00
29	5030211 TRENCH DRAIN (BASIN)	L.FT.	60	\$ 170.00	\$ 10,200.00
30	5030272 CATCH BASIN, TYPE M-1 (L=6) (PHOENIX DET. P-1569)	EACH	2	\$ 2,300.00	\$ 4,600.00
31	5030273 CATCH BASIN, TYPE M-1 (L=10)(PHOENIX DET. P-1569)	EACH	2	\$ 2,500.00	\$ 5,000.00
32	5030462 TRASH RACK (MAG DET 502-02)(RID)	EACH	1	\$ 1,000.00	\$ 1,000.00
33	5030604 CONCRETE CATCH BASIN (C-15.92 H=8' OR LESS)	EACH	2	\$ 2,200.00	\$ 4,400.00
34	5040953 IRRIGATION HEADWALL (MAG DET 501-04)(RID)	EACH	1	\$ 1,000.00	\$ 1,000.00
35	5050066 MANHOLE (MAG DET. 521 & 522)	EACH	3	\$ 3,500.00	\$ 10,500.00
36	6016087 HEADWALL	EACH	1	\$ 2,000.00	\$ 2,000.00
37	6071012 SIGN POST (COG TELSPAR)	L.FT.	106	\$ 10.00	\$ 1,060.00
38	6080010 SIGN PANEL (REGULATORY, WARN. OR MARKER W/TYPE P SHEET)	SQ.FT.	48	\$ 12.00	\$ 576.00
39	6110201 METAL HANDRAIL	L.FT.	588	\$ 35.00	\$ 20,580.00
40	6011133 PEDESTRIAN FENCE FOR BRIDGE RAILING	L.FT.	73	\$ 85.00	\$ 6,205.00

EXHIBIT 'C'
ITEM 1 - IGA BACKUP

Engineer's Estimate
JPA 03-110 Amendment Two
March 30, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	7015010 TEMPORARY CONCRETE BARRIER (INSTALLATION AND REMOVAL)	L.F.T.	3555	\$ 5.00	\$ 17,775.00
2	7015020 TEMPORARY IMPACT ATTENUATORS (INSTALLATION AND REMOVAL)	EACH	2	\$ 500.00	\$ 1,000.00
3	7015052 OBLITERATE PAVEMENT MARKING (STRIPE)	L.F.T.	4381	\$ 0.50	\$ 2,190.50
4	7016020 TEMPORARY CONCRETE BARRIER (IN USE)	L.F.T./DAY	853200	\$ 0.04	\$ 34,128.00
5	7016021 TEMPORARY IMPACT ATTENUATORS (IN -USE)	EACH-DAY	480	\$ 20.00	\$ 9,600.00
6	7016030 BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	9776	\$ 0.20	\$ 1,955.20
7	7016031 BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	36	\$ 0.35	\$ 12.60
8	7016033 PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	2348	\$ 0.75	\$ 1,761.00
9	7016035 WARNING LIGHTS (TYPE A)	EACH-DAY	5158	\$ 0.15	\$ 773.70
10	7016037 WARNING LIGHTS (TYPE C)	EACH-DAY	9447	\$ 0.30	\$ 2,834.10
11	7016039 EMBEDDED SIGN POST	EACH-DAY	5140	\$ 0.10	\$ 514.00
12	7016051 TEMPORARY SIGN (LESS THAN 10 S.F.) (ALL TYPE SHEETING)	EACH-DAY	1732	\$ 0.60	\$ 1,039.20
13	7016052 TEMPORARY SIGN (10 S.F. OR MORE) (ALL TYPE SHEETING)	EACH-DAY	4996	\$ 0.60	\$ 2,997.60
14	7016061 FLASHING ARROW PANEL	EACH-DAY	36	\$ 35.00	\$ 1,260.00
15	7016067 CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	451	\$ 60.00	\$ 2,700.00
16	7020011 IMPACT ATTENUATION DEVICE(SAND BARREL CRASH CUSHION, TYPE A)	EACH	2	\$ 5,000.00	\$ 10,000.00
17	7030015 OBJECT MARKER (4-M-3.01) (TYPE 1 OR 4)	EACH	2	\$ 100.00	\$ 200.00
18	7040070 PAVEMENT MARKING (WHITE THERMOPLASTIC) (ALKYD)(0.060")	L.F.T.	7381	\$ 0.20	\$ 1,476.20
19	7040071 PAVEMENT MARKING (YELLOW THERMOPLASTIC) (ALKYD)(0.060")	L.F.T.	9455	\$ 0.20	\$ 1,891.00
20	7040072 PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.F.T.	927	\$ 1.00	\$ 927.00
21	7042031 PRIMER-SEALER FOR PCCP THERMOPLASTIC STRIPING	L.F.T.	1290	\$ 0.12	\$ 154.80
22	7042051 REMOVAL OF CURING COMPOUND FROM PCCP STRIPING	L.F.T.	1290	\$ 0.12	\$ 154.80
23	7050023 PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	8	\$ 150.00	\$ 1,200.00
24	7050024 PAVEMENT MARKING, PREFORMED, TYPE I, DOUBLE ARROW	EACH	2	\$ 150.00	\$ 300.00
25	7060015 PAVEMENT MARKER, RAISED, TYPE D	EACH	656	\$ 3.50	\$ 2,296.00
26	7060018 PAVEMENT MARKER, RAISED, TYPE G	EACH	291	\$ 3.50	\$ 1,018.50
27	7310190 POLE (COG Q114)(DETAIL T4-1)	EACH	7	\$ 2,800.00	\$ 19,600.00
28	7310192 POLE (SPECIAL) (COG TYPE P1)	EACH	20	\$ 1,200.00	\$ 24,000.00
29	7310371 POLE FOUNDATION (COG Q114)(DETAIL T2-3)	EACH	3	\$ 1,500.00	\$ 4,500.00
30	7310373 POLE FOUNDATION (COG TYPE PF2)	EACH	11	\$ 800.00	\$ 8,800.00
31	7310650 MAST ARM (COG Q114)(45' MAST ARM)(DETAIL T4-1)	EACH	1	\$ 1,800.00	\$ 1,800.00
32	7310654 MAST ARM (12')(COG TYPE A6)	EACH	29	\$ 450.00	\$ 13,050.00
33	7320030 ELECTRICAL CONDUIT (1") (PVC)	L.F.T.	270	\$ 4.00	\$ 1,080.00
34	7320050 ELECTRICAL CONDUIT (2") (PVC)	L.F.T.	1770	\$ 4.00	\$ 7,080.00
35	7320070 ELECTRICAL CONDUIT (3") (PVC)	L.F.T.	1608	\$ 5.00	\$ 8,040.00
36	7320090 ELECTRICAL CONDUIT (4") (PVC)	L.F.T.	20	\$ 10.00	\$ 200.00
37	7320291 ELECTRICAL CONDUIT (PVC)(CONCRETE ENCASED)(COG, DETAIL T1-7)	L.F.T.	535	\$ 10.00	\$ 5,350.00
38	7320292 ELECTRICAL CONDUIT (4" QUAD DUCT)	L.F.T.	1720	\$ 15.00	\$ 25,800.00
39	7320294 ELECTRICAL CONDUIT (4" QUAD DUCT)(RIGID GALVANIZED STEEL)	L.F.T.	500	\$ 18.00	\$ 9,000.00
40	7320295 ELECTRICAL CONDUIT (3") (RIGID GALVANIZED STEEL)(COG)	L.F.T.	432	\$ 15.00	\$ 6,480.00

EXHIBIT 'C'
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March 30, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	7320351 JUNCTION BOX (BARRIER JUNCTION BOX)	EACH	3	\$ 600.00	\$ 1,800.00
2	7320400 PULL BOX (NO. 3 1/2)	EACH	11	\$ 200.00	\$ 2,200.00
3	7320410 PULL BOX (NO. 5)	EACH	1	\$ 250.00	\$ 250.00
4	7320421 PULL BOX (NO. 7) (WITH EXTENSION)	EACH	5	\$ 400.00	\$ 2,000.00
5	7320455 PULL BOX (NO. 9)	EACH	3	\$ 1,500.00	\$ 4,500.00
6	7320500 CONDUCTOR (NO. 12)	L.F.T.	6910	\$ 0.25	\$ 1,727.50
7	7320510 CONDUCTOR (NO. 10)	L.F.T.	200	\$ 0.30	\$ 60.00
8	7320590 CONDUCTOR (INSULATED BOND) (NO.8)	L.F.T.	3475	\$ 0.35	\$ 1,216.25
9	7320650 CONDUCTORS	L.SUM	1	\$ 5,000.00	\$ 5,000.00
10	7330031 TRAFFIC SIGNAL (MAST ARM)(COG Q114.30'. DETAIL T4-1)	EACH	1	\$ 1,000.00	\$ 1,000.00
11	7330032 TRAFFIC SIGNAL (MAST ARM)(COG Q114.35'. DETAIL T4-1)	EACH	1	\$ 1,200.00	\$ 1,200.00
12	7330033 TRAFFIC SIGNAL (MAST ARM)(COG Q114.40'. DETAIL T4-1)	EACH	1	\$ 1,500.00	\$ 1,500.00
13	7330061 TRAFFIC SIGNAL FACE (TYPE F) (COG TYPE F, DETAIL T 6-1)	EACH	7	\$ 550.00	\$ 3,850.00
14	7330131 TRAFFIC SIGNAL FACE (TYPE Q) (COG TYPE Q, DETAIL T 6-1)	EACH	1	\$ 550.00	\$ 550.00
15	7330401 TRAFFIC SIGNAL MOUNTING ASSEMBLY (COG TYPE 11, DETAIL T 7-1)	EACH	8	\$ 75.00	\$ 600.00
16	7330403 TRAFFIC SIGNAL MOUNTING ASSEMBLY (COG TYPE 11, DETAIL T 6-1)	EACH	1	\$ 300.00	\$ 300.00
17	7330524 SIGN ASSEMBLY (INTERNALLY ILLUMINATED STREET NAME SIGN)	EACH	3	\$ 1,000.00	\$ 3,000.00
18	7340101 CONTROL CABINET (COG T52-TYPE 2 WITH ECONOLITE ASC/2S-2100 CONTROL	EACH	1	\$ 15,000.00	\$ 15,000.00
19	7340300 CONTROL CABINET FOUNDATION	EACH	1	\$ 500.00	\$ 500.00
20	7350551 OPTICOM PRE-EMPTION UNIT	EACH	1	\$ 1,000.00	\$ 1,000.00
21	7350810 PRE-EMPTY SENSORS	EACH	3	\$ 300.00	\$ 900.00
22	7360030 LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	9	\$ 400.00	\$ 3,600.00
23	7360104 LUMINAIRE (HPS 250 WATT)(UNDERDECK LIGHT)	EACH	2	\$ 800.00	\$ 1,600.00
24	7360105 LUMINAIRE (COG TYPE F4)(250 WATT)	EACH	20	\$ 400.00	\$ 8,000.00
25	7360235 LOAD CENTER CABINET (METER PEDESTAL)	EACH	1	\$ 2,500.00	\$ 2,500.00
26	7360240 LOAD CENTER CABINET FOUNDATION	EACH	1	\$ 800.00	\$ 800.00
27	8030092 GRANITE MULCH (ADOT 1 1/4" MINUS)	SQ.YD.	3545	\$ 2.25	\$ 7,976.25
28	8050003 SEEDING (CLASS II)	ACRE	1	\$ 2,200.00	\$ 2,200.00
29	8061005 TREE (15 GALLON)	EA	2	\$ 85.00	\$ 170.00
30	8061296 SHRUB (ONE GALLON)	EACH	6	\$ 12.00	\$ 72.00
31	8070011 LANDSCAPING ESTABLISHMENT (MONTH	3	\$ 200.00	\$ 600.00
32	8080049 EMITTER (ASSEMBLY) (MULTI OUTLET)	EACH	9	\$ 15.00	\$ 135.00
33	8080221 GATE VALVE (6")	EACH	1	\$ 600.00	\$ 600.00
34	8080222 GATE VALVE (8")	EACH	2	\$ 1,000.00	\$ 2,000.00
35	8080224 GATE VALVE (12")	EACH	2	\$ 1,500.00	\$ 3,000.00
36	8080301 PIPE (PVC) (1/2") (SDR 13.5) (CLASS 315)	L.F.T.	100	\$ 1.50	\$ 150.00
37	8080651 FIRE HYDRANT	EACH	1	\$ 1,200.00	\$ 1,200.00
38	8080821 VALVE BOX (AND COVER MAG 391, TYPE C)	EACH	5	\$ 250.00	\$ 1,250.00
39	8081242 PIPE, STEEL (42")	L.F.T.	183	\$ 200.00	\$ 36,600.00
40	8081422 PIPE, DUCTILE IRON (8") (CLASS 50)	L.F.T.	109	\$ 75.00	\$ 8,175.00

EXHIBIT 'C'
ITEM 1 - IGA BACKUP

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ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	8081436 PIPE, DUCTILE IRON (12")(CLASS 50)	L.F.T.	484	\$ 90.00	\$ 43,560.00
2	8090108 SEWER PIPE (10") (VITRIFIED CLAY)	L.F.T.	537	\$ 80.00	\$ 42,960.00
3	8090186 SEWER PIPE (8") (VITRIFIED CLAY)	L.F.T.	65	\$ 80.00	\$ 5,200.00
4	8091113 MANHOLE, SANITARY SEWER, 5' DIA.	EACH	1	\$ 6,500.00	\$ 6,500.00
5	8095102 DROP SEWER CONNECTION ()	EACH	2	\$ 5,000.00	\$ 10,000.00
6	8101007 EROSION CONTROL (RIPRAP) (GRADATION 'C')	CU.YD.	86	\$ 70.00	\$ 6,020.00
7	8101021 EROSION CONTROL (WATTLES)(9")	L.F.T.	5340	\$ 1.50	\$ 8,010.00
8	8101046 EROSION CONTROL (SEDIMENT CONTROL BERM)	L.F.T.	3239	\$ 2.00	\$ 6,478.00
9	9010001 MOBILIZATION	L.SUM	1	\$ 502,000.00	\$ 502,000.00
10	9020004 CHAIN LINK FENCE, TYPE 1 (72")	L.F.T.	50	\$ 7.00	\$ 350.00
11	9040201 MEDIAN CABLE BARRIER (DETAIL C)	L.F.T.	1991	\$ 5.00	\$ 9,955.00
12	9040221 MEDIAN CABLE BARRIER (DETAIL C)	EACH	2	\$ 2,500.00	\$ 5,000.00
13	9080101 CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.F.T.	3761	\$ 9.00	\$ 33,849.00
14	9080241 CONCRETE SIDEWALK (MAG DET. 230 & 231)	SO.FT.	13188	\$ 2.50	\$ 32,970.00
15	9100008 CONCRETE BARRIER (C-10.54)	L.F.T.	326	\$ 40.00	\$ 13,040.00
16	9140157 RETAINING WALL (B-18.10 CASE II)	SO.FT.	24167	\$ 39.50	\$ 954,596.50
17	9240053 MISCELLANEOUS WORK (VIDEO IMAGING DETECTION SYSTEM)	L.SUM	1	\$ 12,000.00	\$ 12,000.00
18	9240111 MISCELLANEOUS WORK (PARAPET/SIDEWALK)	L.F.T.	1347	\$ 180.00	\$ 242,460.00
19	9240120 MISCELLANEOUS WORK (CURB STOP MAG STD DET 390)	EACH	2	\$ 1,000.00	\$ 2,000.00
20	9240130 MISCELLANEOUS WORK (REMOVAL OF TRASH, DEBRIS AND LITTER)	EACH/DAY	8	\$ 400.00	\$ 3,200.00
21	9240170 CONTRACTOR QUALITY CONTROL	L.SUM	1	\$ 60,800.00	\$ 60,800.00
22	9250001 CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	\$ 97,200.00	\$ 97,200.00
23					
24					
25	2030501 A STRUCTURAL EXCAVATION	CU.YD.	705	\$ 10.00	\$ 7,050.00
26	2030506 A STRUCTURAL BACKFILL	CU.YD.	630	\$ 20.00	\$ 12,600.00
27	6010002 A STRUCTURAL CONCRETE (CLASS S) (F'C = 3,000)	CU.YD.	993	\$ 225.00	\$ 223,425.00
28	6010003 A STRUCTURAL CONCRETE (CLASS S) (F'C = 3,500)	CU.YD.	290	\$ 275.00	\$ 79,750.00
29	6010004 A STRUCTURAL CONCRETE (CLASS S) (F'C = 4,000)	CU.YD.	200	\$ 275.00	\$ 55,000.00
30	6010005 A STRUCTURAL CONCRETE (CLASS S) (F'C = 4,500)	CU.YD.	1240	\$ 300.00	\$ 372,000.00
31	6011132 A COMBINATION PEDESTRIAN-TRAFFIC BRIDGE RAILING	L.F.T.	858	\$ 80.00	\$ 68,640.00
32	6011133 A PEDESTRIAN FENCE FOR BRIDGE RAILING	L.F.T.	844	\$ 85.00	\$ 71,740.00
33	6011348 A DECK JOINT ASSEMBLY (4X4 COMPRESSION SEAL)	L.F.T.	169	\$ 120.00	\$ 20,280.00
34	6011371 A APPROACH SLAB (SD 2.01)	SQ.FT.	2580	\$ 10.00	\$ 25,800.00
35	6014954 A PRECAST, P/S MEMBER (AASHTO TYPE 6 GIRDER)	L.F.T.	3925	\$ 125.00	\$ 490,625.00
36	6015101 A RESTRAINERS, VERTICAL EARTHQUAKE (FIXED)	EACH	54	\$ 90.00	\$ 4,860.00
37	6015102 A RESTRAINERS, VERTICAL EARTHQUAKE (EXPANSION)	EACH	18	\$ 150.00	\$ 2,700.00
38	6050002 A REINFORCING STEEL	LB.	542610	\$ 0.75	\$ 406,957.50
39					
40	6090048 B DRILLED SHAFT FOUNDATION (48")	L.F.T.	1262	\$ 175.00	\$ 219,100.00
41	6090072 B DRILLED SHAFT FOUNDATION (72")	L.F.T.	429	\$ 300.00	\$ 128,700.00
42					
43					
44	SUBTOTAL ITEM 1 - MARYLAND AVENUE - 95th AVENUE TO 99 AVENUE				\$ 5,519,497.20

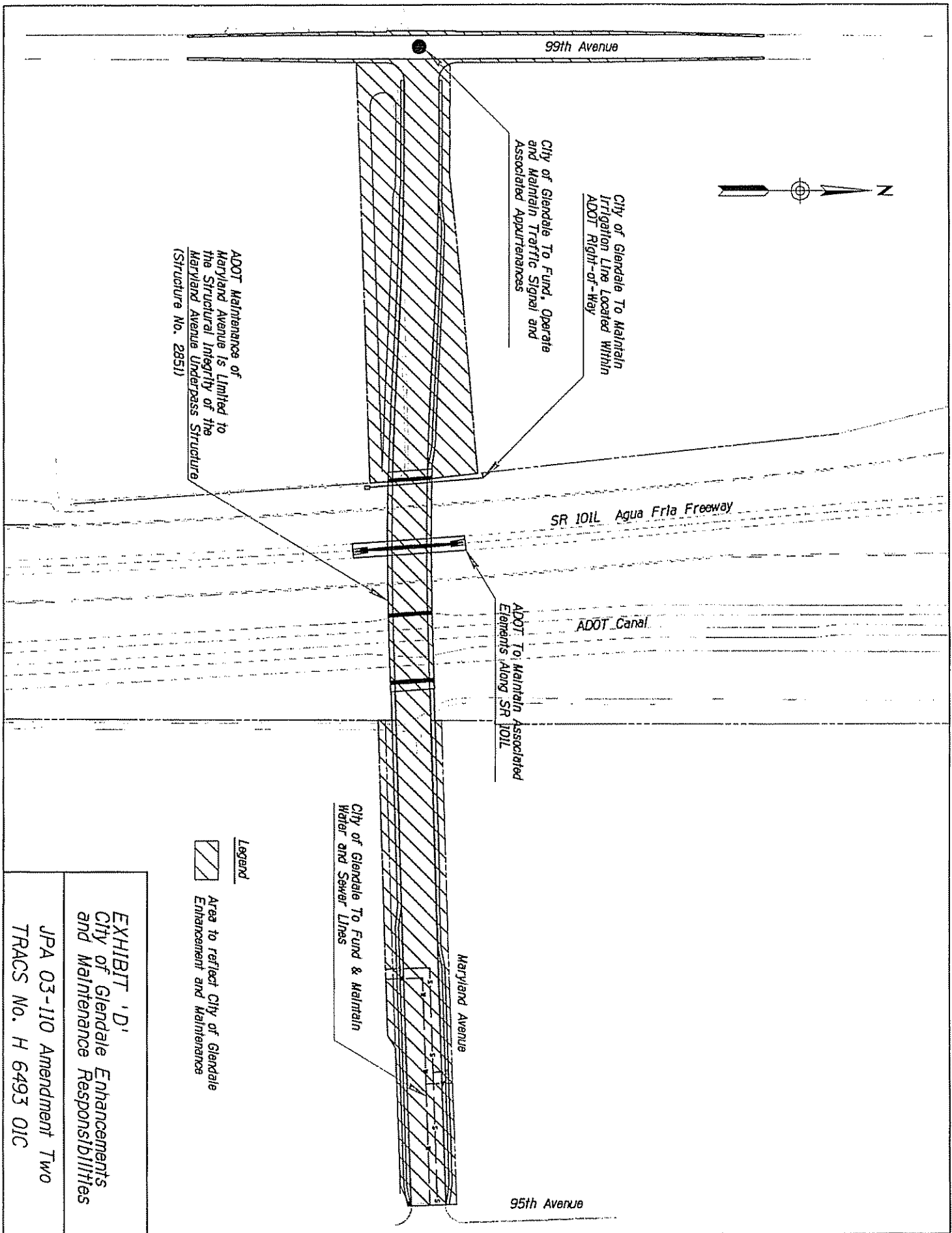
EXHIBIT 'C'
ITEM 1 - IGA BACKUP

Engineer's Estimate
JPA 03-110 Amendment Two
March 30, 2005

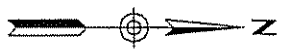
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1					
2	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM			
3	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1.00%	N/A
4	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1.00%	N/A
5	MOBILIZATION SHARE ⁴	L.SUM	1	10%	N/A
6	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$ 5,519,497.20
7					
8	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14%	\$ 772,729.61
9	DESIGN ENGINEERING ⁶				N/A
10	5% ENGINEERING ADMINISTRATION ⁷			5%	N/A
11					
12	FLAGGING SERVICES (DPS OFFICER)	HOUR	120	\$ 35.00	\$ 4,200.00
13	ASPHALT SMOOTHNESS	LANE-MILE	2	\$ 3,500.00	\$ 7,000.00
14	ASPHALT MATERIAL QUALITY	TONS	3663	\$ 1.50	\$ 5,494.50
15					
16					
17	TOTAL ITEM 1 - MARYLAND AVENUE - 95th AVENUE TO 99 AVENUE				\$ 6,308,921.31

Notes:

1. Maintenance of traffic items are included in the construction items cost estimates therefore no percentage is included.
2. Construction Surveying and Layout included in construction items (estimated at 1.0%).
3. Contractor Quality Control included in construction items (estimated at 1%).
4. Mobilization included in construction items (estimated at 10.0%).
5. Construction Engineering and Administration is calculated at 14%(fixed) of the City's construction cost.
6. Design Costs from this item are reflected in JPA 03-110 Amendment One.
7. Engineering Administration is calculated at 5% of the City design cost.



99th Avenue



City of Glendale To Fund, Operate and Maintain Traffic Signal and Associated Appurtenances

ADOT Maintenance of Maryland Avenue is Limited to the Structural Integrity of the Maryland Avenue Underpass Structure (Structure No. 2851)

SR 101L Agua Fria Freeway

ADOT Canal

ADOT To Maintain Associated Elements Along SR 101L

City of Glendale To Fund & Maintain Water and Sewer Lines

Maryland Avenue

95th Avenue

Legend



Area to reflect City of Glendale Enhancement and Maintenance

EXHIBIT 'D'
City of Glendale Enhancements and Maintenance Responsibilities

JPA 03-110 Amendment Two
TRACS No. H 6493 OIC

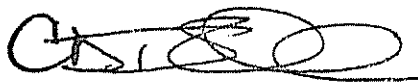
JPA 03-110

Amendment Two

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14th day of April, 2005

A handwritten signature in black ink, appearing to be "G. S. [unclear]", written over a horizontal line.

City Attorney

RESOLUTION NO. 3844 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA,
AUTHORIZING AND DIRECTING THE ENTERING INTO OF
AMENDMENT TWO TO THE INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE LOOP 101/MARYLAND
AVENUE BRIDGE DESIGN CONCEPT AND
ENVIRONMENTAL STUDIES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

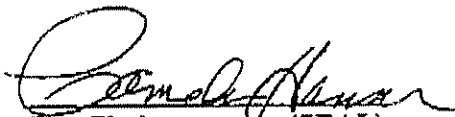
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment Two to the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 03-110) be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of April, 2005.


MAYOR

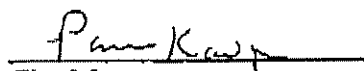
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

INTERAGENCY SERVICE AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0105TRN (**JPA 03-110, Amendment No. Two**), an Agreement between public agencies, i.e., The State of Arizona and The City of Glendale, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 2, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
903135